

State of New York Executive Department  
Office Of General Services  
Procurement Services Group  
Corning Tower Building - 38th Floor  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

**CONTRACT AWARD NOTIFICATION**

|                                |          |   |                               |
|--------------------------------|----------|---|-------------------------------|
| <b>Title</b>                   | <b>:</b> | <b>Group 37000 - MOWING EQUIPMENT<br/>(Walk Behind Type) &amp; WEED TRIMMER<br/>(Statewide)</b> |                               |
|                                |          | <b>Classification Code: 21</b>  |                               |
| <b>Award Number</b>            | <b>:</b> | <b><u>21203</u></b>   | <b>(Replaces Award 20911)</b> |
| <b>Contract Period</b>         | <b>:</b> | <b>May 15, 2008 - May 14, 2009</b>  |                               |
| <b>Bid Opening Date</b>        | <b>:</b> | <b>November 20, 2007</b>  |                               |
| <b>Date of Issue</b>           | <b>:</b> | <b>February 7, 2008</b>   |                               |
| <b>Specification Reference</b> | <b>:</b> | <b>As Incorporated In The Invitation for Bids</b>   |                               |
| <b>Contractor Information</b>  | <b>:</b> | <b>Appears on Page 2 of this Award</b>  |                               |

**Address Inquiries To:**

| <b>State Agencies &amp; Vendors</b>   | <b>Political Subdivisions &amp; Others</b>   |
|---|--|
| Name : Patrick Rohloff<br>Title : Purchasing Officer I<br>Phone : 518-474-3856<br>Fax : 518-474-8676<br>E-mail : <a href="mailto:patrick.rohloff@ogs.state.ny.us">patrick.rohloff@ogs.state.ny.us</a> | Customer Services<br>Phone : 518-474-6717<br>Fax : 518-474-2437<br>E-mail : <a href="mailto:customer.services@ogs.state.ny.us">customer.services@ogs.state.ny.us</a> |

**The Procurement Services Group values your input.  
Complete and return "Contract Performance Report" at end of document.**

**Description**

This award covers both light and heavy duty lawn mowers which are gasoline engine powered. The types include both Light Duty (Small Area/Home Type) and Heavy Duty (Large Area/Commercial Type). The Styles include both Hand-Propelled and Self-Propelled mowers. This award also covers hand-held grass, weed and brush trimmers.

PR #21203-T

(continued)

**NOTE: See individual contract items to determine actual awardees.**

| <b><u>CONTRACT #</u></b> | <b><u>CONTRACTOR &amp; ADDRESS</u></b>   | <b><u>TELEPHONE #</u></b>   | <b><u>FED.IDENT.#</u></b> |
|--------------------------|--|---|---------------------------|
| PC63759<br>SB            | GRASSLAND EQUIPMENT &<br>IRRIGATION CORP.<br>892-898 Troy-Schenectady Rd.<br>Latham, NY 12110                            | 800/564-5236<br>716/822-2020<br>Mr. Steve Piper<br>Fax: 716/822-8836<br>E-mail: sjpiperbla@aol.com<br>Web: www.grasslandcorp.com                      | 141460098                 |
| PC63760<br>SB<br>WBE     | HENRY W. O'NEILL & ASSOC., INC.<br>d/b/a O'NEILL ASSOCIATES<br>795 Canning Parkway<br>Victor, NY 14564<br>(1% - 15 Days) | 800/724-3145<br>585/924-3700<br>Mr. John Werder<br>Fax: 800/724-3144<br>585/924-7494<br>E-mail: john@oneilloutdoor.com<br>Web: www.oneilloutdoor.com  | 160923534                 |
| PC63761<br>SB            | S.V. MOFFETT CO., INC.<br>33 Thruway Park Dr.<br>West Henrietta, NY 14586  | 888/708-5296, Ext. 128<br>585/334-0100, Ext. 128<br>Mr. Dennis Vivenzio<br>Fax: 585/334-6332<br>E-mail: sales@svmoffett.com<br>Web: www.svmoffett.com | 160714976                 |
| PC63762                  | SARLO POWER MOWERS, INC.<br>PO Box 1169<br>Ft. Myers, FL 33902   | 800/749-5296<br>239/332-1955<br>Mr. Tony Sarlo<br>Fax: 239/332-7212<br>E-mail: tsarlo9082@aol.com<br>Web: www.sarlomower.com                          | 590832854                 |

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**

**(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters **SB** listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters **MBE** and **WBE** indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

(continued)

**NOTE TO AUTHORIZED USERS: (Cont'd)**

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**PRICE:**

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State including unloading at storeroom door, operational instruction of agency personnel (comprehensive manual acceptable).

The unit is a delivered price (including all freight charges) regardless of quantities of weight.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

**ACCEPTANCE OF NYS PROCUREMENT CARD:**

| <u>Contractor</u>                | <u>Yes/No</u> | <u>Add'l. Discount<br/>for Purchases<br/>Made with Card</u> |
|----------------------------------|---------------|---|
| Grassland Equipment & Irrigation | Yes           | 0%  |
| O'Neill Associates               | Yes           | 0%  |
| S.V. Moffett Co., Inc.           | Yes           | 0%  |
| Sarlo Power Mowers, Inc.         | Yes           | 0%  |

**LIGHT DUTY DOMESTIC TYPE ROTARY MOWERS:**

| <u>Item<br/>No.</u> | <u>Item<br/>Description</u>   | <u>Unit<br/>Price</u> |
|---------------------|---|-----------------------|
| 1.                  | Rotary Mower, Self-Propelled,<br>21" cut, 6.5 HP/4 cycle<br>gasoline engine, and as described<br>below.<br>(Side discharge) | \$315.75              |

**Mower Make & Model Number: Lawnboy 10682**

Cutting Width: 21 in.  
 Make, Model Number & HP of Engine: Tecumseh, LV195EA, 6.5HP  
 No. of Cycles: 4  
 Cutting Height: 1 in. to 4 in.  
 Blade Type: Tempered Steel  
 Deck Gauge: 14  
 Wheels: Std. Bushing  
 Side Discharge  
 Rear Wheel Drive  
 Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 1: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

(continued)

ROTARY MOWERS, HEAVY DUTY COMMERCIAL:

| <u>Item No.</u> | <u>Item Description</u>  | <u>Unit Price</u> |
|-----------------|--|-------------------|
| 2.              | Rotary Mower, Heavy Duty Commercial, Hand-Propelled 22" Cut, 6.75 HP/4 cycle air-cooled Commercial Grade Gasoline Engine and as described below.<br>(Side discharge) | \$581.00          |

**Mower Make & Model Number: Sarlo 622**

Cutting Width: 22 in.  
Make & HP of Engine: B & S, 6.75HP  
Industrial Commercial Type  
No. of Cycles: 4  
Cutting Height: 1 in. to 3 in.  
Blade Type: Rigid  
Deck Gauge: 13  
Side Discharge  
Delivery: 14 Days A/R/O

**CONTRACTOR, ITEM 2: SARLO POWER MOWERS, INC.**

|    |   |          |
|----|---|----------|
| 3. | Rotary Mower 21" Cut, Self-Propelled Type as described below.<br>(Side discharge) | \$665.40 |
|----|---|----------|

**Mower Make & Model Number: Lawnboy 22271**

Cutting Width: 21 in.  
Make, Model Number & HP of Engine: Honda, GSV190LA, 5.1HP  
Industrial Commercial Type  
No. of Cycles: 4  
Cutting Height: 1 in. to 4.5 in.  
Blade Type: Tempered Steel  
Deck Gauge: Cast Aluminum  
Type of Drive System: Single Speed Gear  
Wheels: Steel w/Bearings  
Side Discharge  
Rear Drive  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 3: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

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ROTARY MOWERS, HEAVY DUTY COMMERCIAL CUT, COMMERCIAL GRADE ENGINE, MULCHING/  
RECYCLING TYPE:

| <u>Item<br/>No.</u> | <u>Item<br/>Description</u>   | <u>Unit<br/>Price</u> |
|---------------------|---|-----------------------|
| 4.                  | Rotary Mower 21" Cut,<br>Self-Propelled Mulching/<br>Recycling Type, as described<br>below. | \$ 775.30             |

**Mower Make & Model Number: Toro 22164**

Cutting Width: 21 in.  
Make, Model Number & HP of Engine: Kawasaki, FJ1801, 6HP  
Industrial Commercial Type  
No. of Cycles: 4  
Cutting Height: 1.25 in. to 4.25 in.  
Blade Type: Tempered Steel  
Deck Gauge: Cast Aluminum  
Type of Drive System: Belt to Transmission  
Wheels: Ball Bearing Style  
Side Discharge Mulcher  
Rear Drive  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 4: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

MID-SIZE OUT-FRONT ROTARY MOWERS, HEAVY-DUTY COMMERCIAL, MULTI-BLADED, WALK  
BEHIND TYPE, SELF-PROPELLED:

| <u>Item<br/>No.</u> | <u>Item<br/>Description</u>   | <u>Unit<br/>Price</u> |
|---------------------|---|-----------------------|
| 5.                  | Out-Front Heavy Duty<br>Commercial Self-Propelled<br>Rotary Mower, Min. 36" cut,<br>15 HP/4-cycle Walk-Behind<br>Type and as described below. | \$2,048.00            |

**Mower Make & Model Number: Toro 30684**

Cutting Width: 36 in.  
Make, Model Number & HP of Engine: Kawasaki, FH430V, 15HP  
Industrial Commercial Type  
No. of Cycles: 4  
Cutting Height: 1 in. to 4.25 in.  
Blade Type: Tempered Steel  
Deck Gauge: 7  
Brake Type: Drum  
Size of Wheels-Drive: 13x6.50-6  
Size of Wheels-Caster: 9x3.50-4  
Side Discharge  
Transmission Type: 5 Speed  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 5: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

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MID-SIZE OUT-FRONT ROTARY MOWERS, HEAVY-DUTY COMMERCIAL, MULTI-BLADED, WALK BEHIND TYPE, SELF-PROPELLED: (Cont'd)

| <u>Item</u><br><u>No.</u> | <u>Item</u><br><u>Description</u>   | <u>Unit</u><br><u>Price</u> |
|---------------------------|---|-----------------------------|
| 6.                        | Out-Front Heavy Duty Commercial<br>Self-Propelled Rotary Mower,<br>48" cut, 15 HP 4 cycle I/C Engine<br>and as described below. | \$2,350.90                  |

**Mower Make & Model Number: Toro 30688**

Cutting Width: 48 in.  
 Make, Model Number & HP of Engine: Kawasaki, FH430V, 15HP  
 Industrial Commercial Type  
 No. of Cycles: 4  
 Cutting Height: 1 in. to 4.25 in.  
 Blade Type: Tempered Steel  
 Deck Gauge: 7  
 Brake Type: Drum  
 Size of Wheels-Drive: 13x6.50-6  
 Size of Wheels-Caster: 9x3.50-4  
 Side Discharge  
 Transmission Type: 5 Speed  
 Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 6: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

|    |  |            |
|----|--|------------|
| 7. | Out-Front Heavy Duty Commercial<br>Hydrostatic Self-Propelled Mower,<br>48" cut, 17 HP 4 cycle I/C<br>Engine and as described below. | \$3,404.10 |
|----|--|------------|

**Mower Make & Model Number: Toro 30988**

Cutting Width: 48 in.  
 Make, Model Number & HP of Engine: Kawasaki, FH541V, 17HP  
 Industrial Commercial Type  
 No. of Cycles: 4  
 Transmission Type: Hydrostatic  
 Turning Radius: 0 in.  
 Brake Type: Drum  
 Wheels Size-Drive: 16" diameter  
 Steering Type: Handlebar-Pistol Grip Controls  
 Deck Gauge: 7  
 Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 7: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

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GOLF COURSE SPECIALTY MOWER:

| <u>Item No.</u> | <u>Item Description</u>   | <u>Unit Price</u> |
|-----------------|---|-------------------|
| 8.              | Self-Propelled Greens Mower<br>Min. 21" cut, Reel Type and<br>as described below. | \$5,875.00        |

**Mower Make & Model Number: Toro Greensmaster 1000 #04052**

Cutting Width: 21 in.  
Make, Model Number & HP of Engine: Kawasaki, OHV, 3.7HP  
Industrial Commercial Type  
No. of Cycles: 4  
Reel Type: 5" 11 Blade  
Range of Height Adjustment: 5/64"-1"  
Drive Mechanism: Differential Gear  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 8: GRASSLAND EQUIPMENT & IRRIGATION CORP.**

|    |   |            |
|----|---|------------|
| 9. | Self-Propelled Greens Mower<br>22" cut, Reel Type Electrically<br>Powered and as described below. | \$8,453.99 |
|----|---|------------|

**Mower Make & Model Number: Jacobsen Eclipse #63311**

Cutting Width: 22 in.  
Electric Motor: 48 volts  
Reel Type: 11 Blade  
Frequency of Cut: Variable - Adjustable  
Range of Height Adjustment: 5/64"-7/16"  
Drive Mechanism: Electric  
Delivery: 30 Days A/R/O

**CONTRACTOR, ITEM 9: S.V. MOFFETT CO., INC.**

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GRASS AND WEED TRIMMERS

| <u>Item No.</u> | <u>Item Description</u>   | <u>Unit Price</u> |
|-----------------|---|-------------------|
| 10.             | Gas Powered Grass and Weed Trimmer, 22.5 c.c. displacement 2-cycle, air-cooled engine and as described below. | \$174.95          |

**Trimmer Make & Model Number: Maruyama BST 23**

Make, Model Number & HP of Engine: Maruyama BE 230, .8HP/22.5cc  
Starter Type: Automatic Rewind  
Crankshaft Type: Double Lobed  
Drive Shaft System: Steel - Rigid  
Mono-Filament Line Diameter: .095 in.  
Shipping Weight: 11.5 pounds  
Delivery: 30 Days A/R/O  
Shoulder Harness is included

**CONTRACTOR, ITEM 10: HENRY W. O'NEILL & ASSOC., INC.**

|     |   |          |
|-----|---|----------|
| 11. | Gas Powered Grass and Weed Trimmer, 30.2 c.c. displacement 2-cycle, air-cooled engine and as described below. | \$259.95 |
|-----|---|----------|

**Trimmer Make & Model Number: Maruyama BC 3020**

Make, Model Number & HP of Engine: Maruyama CE300, 1.7HP/30.2cc  
Starter Type: Automatic Rewind  
Crankshaft Type: Double Lobed  
Drive Shaft System: Steel - Rigid  
Mono-Filament Line Diameter: .095 in.  
Shipping Weight: 12.7 pounds  
Delivery: 30 Days A/R/O  
Shoulder Harness is included

**CONTRACTOR, ITEM 11: HENRY W. O'NEILL & ASSOC., INC.**

(continued)

**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO AGENCY:**

When placing purchase orders against the contract(s) please forward the "Procurement Services Group Copy" of the purchase order to: Senior Mechanical Inspector - OGS Procurement Services Group, 37th Floor Tower Bldg., Empire State Plaza - Albany, NY 12242.

**NOTE TO CONTRACTOR:**

In the event a specified manufacturer's product listed in the Contract Award Notification becomes unavailable or cannot be supplied to the State by the contractor for any reason (except as provided for in the "Savings/Force Majeure" clause in Appendix B, OGS General Specifications), a product deemed by the Office of General Services to be equal to or better than the specified product must be substituted by the contractor at no additional cost or expense to the State.

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)).

**ELECTRONIC BID OPENING RESULTS**

The Procurement Services Group (PSG) posts bid prices on the OGS/PSG web page. The web page makes available bid tabulations (i.e.: photocopies of price pages or spreadsheets) received by PSG for scheduled bid openings. Previously only available through Freedom of Information, such information is anticipated to be available online within two business days after the bid opening.

The Bid Opening Results Page is available at:  
<http://www.ogs.state.ny.us/purchase/bidresults/bidresults.asp>

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**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**CANCELLATION FOR CONVENIENCE:**

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

**DELIVERY:**

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

**CONTRACT PERIOD AND RENEWALS:**

Prices quoted are firm for the entire period of the contract. Price escalation will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

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**CONTRACT MIGRATION:**

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

**WARRANTIES:**

See "Warranties" in Appendix B, OGS General Specifications.  
 Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.  
 At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability. Product literature and specifications must also be available.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

| <u>Item/<br/>SubItem<br/>Number</u> | <u>Product or<br/>Catalog<br/>Number</u> | <u>Product/<br/>Service<br/>Description</u> | <u>Total Quantity<br/>Shipped to<br/>State Agencies</u> | <u>Total Quantity<br/>Shipped to</u> |                           | <u>Total \$<br/>Value</u> |
|-------------------------------------|--|---|---|--------------------------------------|---------------------------|---------------------------|
|                                     |  |   |   | <u>Authorized</u>                    | <u>Non-State Agencies</u> |                           |
|                                     |  |   |   |                                      |                           | \$                        |
|                                     |  |   |   | Grand Total                          |                           | \$                        |

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price  
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

**PURCHASE ORDERS AND INVOICING:**

**General** – All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges.

**Invoices** - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number
  - Should not be something that is "unique" to dealer or distributor.
  - Should be something that can be tracked by a third party.
  - Preferably a manufacturer's code or identifying number.
- Line item breakdown of all charges

Failure to comply may result in lengthy payment delays.

(continued)

**GENERAL:**

The equipment furnished under this award shall be manufacturer's current standard product. All accessories and components shall be furnished with each mower that are normally furnished with the standard product offered commercially.

**WORKMANSHIP:**

Mowers and Weed Trimmers shall be free from defects such as fractures, splits, punctures, dents, rust deterioration or malformations, sharp edges, burrs, and slivers. Finish shall consist of a durable, rust-proof, weather-proof coating.

**MANUALS AND PARTS LIST:**

The supplier shall furnish one (1) copy of complete installation, a parts list, maintenance and operating instructions for each item at time of shipment.

**PACKING:**

One complete mower or weed trimmer, parts, tools (if standard) and technical publications shall be packed to insure carrier-acceptance and safe delivery to destination.

**INSPECTION:**

Inspection shall be done by the receiving agency at time of delivery.

**SAFETY:**

As applicable, mowers shall conform to the latest updates of ANSI B71.1, ANSI B71.4 and shall meet with current C.P.S.C. safety standards.

(continued)

**State of New York  
Office of General Services  
PROCUREMENT SERVICES GROUP  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

|   | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs              |           |      |            |              |
| • Product meets contract specifications |           |      |            |              |
| • Pricing                               |           |      |            |              |

**CONTRACTOR**

|                                     | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery            |           |      |            |              |
| • Completeness of order (fill rate) |           |      |            |              |
| • Responsiveness to inquiries       |           |      |            |              |
| • Employee courtesy                 |           |      |            |              |
| • Problem resolution                |           |      |            |              |

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
Customer Services, 37th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242

\* \* \* \* \*

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